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7	UNITED STATES DISTRICT COURT		
8	DISTRICT OF NEBRASKA		
9			
10	ERIN MAYNARD, individually, and Plaintiff	Case No.:	
11	MANDY MAYNARD, individually,	COMPLAINT	
12	Plaintiffs,	JURY TRIAL DEMANDED	
13	V.	JURY IRIAL DEMANDED	
	WEST COAST COSMETICS,INC, a California Corporation,		
14	Defendant.		
15			
16	Plaintiff ERIN MAYNARD, individually, and Plaintiff MANDY MAYNARD, individually, bring		
17	7		
18	("Defendant" or "West Coast") for breach of contract and violation of usury laws, and make the following		
19			
	allegations based on personal knowledge as to facts pertaining to their own experiences, and on		
20	information and belief as to all others:		
21			
22	NATURE OF	THE ACTION	
23	1. This action concerns the enforcement	nt of a previous action filed by Defendant West Coast	
24	in California.		
25	2. Plaintiffs and Defendant settled the	matter at mediation in 2021.	
26	3. However, Defendant breached the settlement agreement by charging a usurious amount of		
27	interest amounting to over 700% (seven hundred percent).		
28			
	COMPLAINT	1	

- 4. Defendant misrepresented the amount owed to the court and obtained a judgment in this usurious amount.
  - 5. Therefore, Defendant's actions constitute breach of contract and a violation of usury laws.
- 6. Plaintiffs therefore seek to obtain actual damages and an injunction requiring Defendant to stop breaching the contract and violating usury laws.

### **PARTIES**

- 7. Plaintiff ERIN MAYNARD ("Erin Maynard") is a natural person residing in Omaha, Nebraska.
- 8. Plaintiff MANDY MAYNARD ("Mandy Maynard") is a natural person residing in Omaha, Nebraska.
- 9. Defendant WEST COAST COSMETICS INC. is entity number C2022025 organized and existing under the laws of the state of California with its principal place of business at 21050 Superior Street, Chatsworth, California 91311.

### **JURISDICTION AND VENUE**

- 10. The Court has diversity subject matter jurisdiction over the state law claims pursuant to 28 U.S.C. § 1332 because Plaintiffs and Defendant are diverse parties and the amount in controversy exceeds over \$75,000.
- 11. This Court has specific personal jurisdiction over West Coast Cosmetics Inc. because the injuries pled herein took place were incurred in this forum and are a result of Defendant's knowing and willful business activities.
- 12. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a substantial amount of wrongful conduct was incurred in this district and Plaintiffs' property is located in this district.

#### **FACTUAL ALLEGATIONS**

13. On February 22, 2019, West Coast filed suit against Storybook and their owners, Erin, Melissa and Mandy Maynard for the sum of \$418,208.90 in the Los Angeles County Court, Chatsworth Division, Case No. 19CHCV00154.

**COMPLAINT** 

- 14. Storybook and West Coast attended mediation and agreed to settle the case for \$240,000, to be paid in 26 monthly installments.
  - 15. On March 15, 2021, West Coast filed a notice of settlement.
  - 16. Storybook made Twenty (20) monthly payments, reducing the balance to \$58,750.61.
- 17. Despite the balance being \$58,750.61, and without providing notice to Plaintiffs, on December 7, 2021, West Coast represented to the court that there was a judgment entitling them to \$411,282.12.
  - 18. Based on this misrepresentation, the judgment was awarded on December 15, 2021.
- 19. The amount of the judgment is more than seven times the amount actually owed under the settlement contract.
  - 20. Therefore, West Coast charged Plaintiffs an illegal actual interest rate of over 700%.

### **COUNT I**

## **Breach of Contract** (On Behalf of Plaintiffs)

- 21. Plaintiffs incorporate paragraphs 1-20 as if fully set forth herein.
- 22. Plaintiffs and Defendant signed a valid and enforceable settlement agreement, settling the California litigation in its entirety for \$240,000.
  - 23. Plaintiffs paid \$181,249.39 and the balance owed was reduced to \$58,750.61.
- 24. However, as described above, Defendant breached the contract by representing to the court that they were owed \$411,282.12, when the actual amount owed under the settlement agreement was only \$58,750.61.
  - 25. Therefore, Defendant breached the contract and Plaintiffs have suffered damages.
  - 26. WHEREFORE, Plaintiffs pray for judgment as set forth below.

# COUNT II USURY (On Behalf of Plaintiffs)

27. Plaintiffs incorporate paragraphs 1-26 as if fully set forth herein.

- 28. Plaintiffs and Defendant signed a valid and enforceable settlement agreement, settling the California litigation in its entirety for \$240,000.
  - 29. The settlement reduced the transaction to a loan or forbearance.
  - 30. Plaintiffs paid \$181,249.39 and the balance owed was reduced to \$58,750.61.
- 31. However, as described above, Defendant breached the contract by representing to the court that they were owed \$411,282.12, when the actual amount owed under the settlement agreement was only \$58,750.61.
  - 32. Defendant had a willful intent to enter this usurious transaction.
- 33. Therefore, Defendant violated usury laws by charging interest exceeding the statutory maximum.
  - 34. Accordingly, Plaintiffs have suffered damages.
  - 35. WHEREFORE, Plaintiffs prays for judgment as set forth below:

### PRAYER FOR RELIEF

**WHEREFORE**, Plaintiff, individually and on behalf of the Class defined above, pray for the following relief:

- A. An order declaring that Defendant's actions, as set out above, constitute breach of contract and a violation of Usury laws;
- B. An order awarding an injunctive and declaratory relief, other equitable relief, and damages to Plaintiffs;
- C. Such other and further relief that the Court deems reasonable and just.

### **JURY DEMAND**

Plaintiffs request a trial by jury of all claims that can be so tried.

Dated: March 21, 2022 Respectfully submitted,

By: /s/ Mark L. Javitch
Mark L. Javitch (California SBN 323729)
JAVITCH LAW OFFICE

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COMPLAINT